

AG Contract No.: KR06-0568TRN  
ADOT ECS File No.: JPA 06-010  
Project No.: CM-CHN-0(022)  
Project: Ryan Road-  
Arizona Ave to McQueen Rd.  
TRACS No.: SS542 01C  
Budget Source Item No.:

## INTERGOVERNMENTAL AGREEMENT

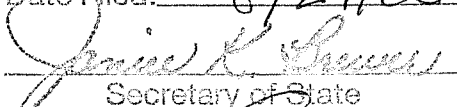
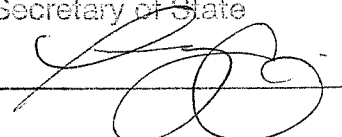
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

**THIS AGREEMENT** is entered into 24th of August, 2006, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL (the "CITY").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 and § 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. Such project lies within the boundary of the City and has been selected by the City; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
5. The City, in order to obtain Federal funds for the construction of the project, is willing to provide City funds to match Federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
6. The interest of the State for this project is in the acquisition of Federal funds for the use and benefit of the City and is the designated agent for the City. Funds expended for the project, are authorized by reason of Federal law and regulations.

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NO. 28388  
Filed with the Secretary of State  
Date Filed: 8/24/06  
  
Secretary of State  
By: 

7. The work embraced in this Agreement is for the paving on Ryan Road from Arizona Avenue to ¼ mile west of McQueen Road a total length of .75 miles, hereinafter referred to as the "Project". The State shall advertise, bid and award the Project. The estimated construction costs are as follows:

**TRACS No. SS 01C**

Estimated Project Costs*	\$180,000.00
Estimated Federal Aid Funds @ 94.3% (capped)	\$162,000.00
City Funds @ 5.7%	\$ 9,792.00
Estimated City Funds @ 100%	\$ 8,208.00
<b>* Total Estimated Cost of the Project</b>	<b>\$18,000.00</b>
<b>*(Includes 15% CE and 5% project contingencies)</b>	

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State Shall:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for construction and funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation.

b. Upon approval by FHWA, and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the project.

c. Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in said construction contract and will request the maximum Federal Funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the city will be responsible for any overage.

d. Upon execution of this Agreement, invoice the City for reimbursement to the State for the City's estimated share of the Project, currently estimated at \$18,000.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City Shall:

a. Upon execution of this Agreement designate the State as authorized agent for the City.

b. Deposit funds with the State in an amount equal to the difference between and the total cost of the work provided for in this Agreement and the amount of Federal aid (capped) received.

c. Consent to any inspections performed by the State, provide records or audit any books of the City in order for the State to assure itself that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and Federal Government.

d. The City is entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not.

e. Provide for cost and, as an annual item in the City's budget, proper maintenance of the Project including all of the Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

2. The cost of the construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by the FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.

3. This terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said project.

4. This Intergovernmental Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue Mail Drop 616E  
Phoenix, AZ 85007  
FAX: (602) 712 7424

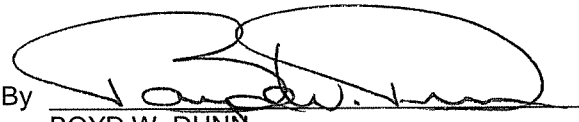
City of Chandler  
Attention: Public Works Director  
P.O. Box 4008 MS403  
Chandler, Arizona 85244-4008  
Phone: 480-782-3404

11. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

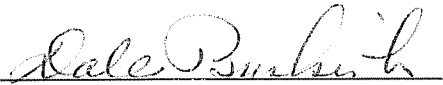
**CITY OF CHANDLER**

By   
BOYD W. DUNN  
Mayor


Date 8/02/06

**STATE OF ARIZONA**

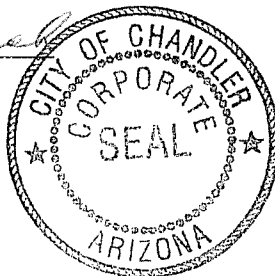
Department of Transportation

By   
DALE BUSKIRK  
Division Director Transportation  
Planning Division

**ATTEST**

By   
MARLA PADDOCK  
City Clerk

Date 8/03/06



G:06-010-Chandler SS project  
Ryan Road Arizona Ave McQueen  
June 20, 2006 -ly

**RESOLUTION NO. 3982**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR PAVING RYAN ROAD, FROM ARIZONA AVENUE TO .25 MILES WEST OF MCQUEEN ROAD

WHEREAS, the City of Chandler (the City) has approved a capital improvement project to pave Ryan Road from Arizona Avenue to .25 miles west of McQueen Road ("the project"), the cost of which is estimated to be \$180,000.00; and

WHEREAS, the City has received a Congestion Mitigation and Air Quality grant (grant funds) in the amount of \$162,000 for the project which, when combined with a local match of \$18,000, fully funds the estimated project cost; and

WHEREAS, ADOT will act as the designated authorized agent to administer the grant funds for the Federal Highway Administration (FHWA) and will advertise, bid, and award the project; and

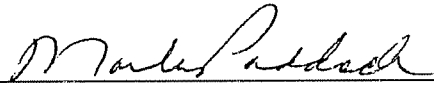
WHEREAS, ADOT and FHWA have authorized the City to perform construction administration for the project; and

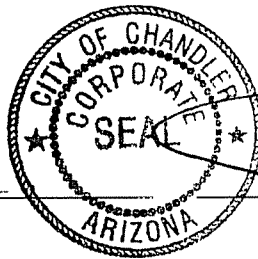
WHEREAS, the IGA represents ADOT's standard form contract.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, approving the IGA and authorizing the Mayor to sign and execute the IGA on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 27<sup>th</sup> day of July, 2006.

ATTEST:

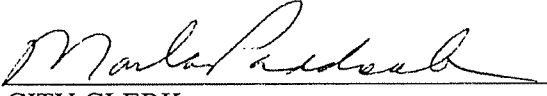
  
CITY CLERK



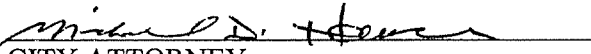
  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 3982 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the 27<sup>th</sup> day of July, 2006, and that a quorum was present thereat.

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

ATTORNEY APPROVAL FORM

FOR THE CITY OF CHANDLER

INTERGOVERNMENTAL AGREEMENT DETERMINATION


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and THE CITY OF CHANDLER, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Attorney who has determined that it is in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated August 1, 2006

Michael D. Hume

Attorney

<p><b>TERRY GODDARD</b> Attorney General</p>	 <p><b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p><b>CIVIL DIVISION</b> <b>TRANSPORTATION SECTION</b> Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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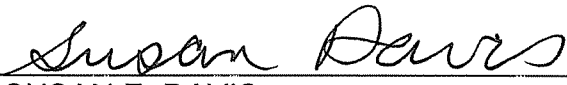
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0568TRN (**JPA 06-010**), an Agreement between public agencies, i.e., The State of Arizona and The City of Chandler, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 17, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:975054  
Attachment